AMENDMENT OF SOLICITATION/	535 3	CONTRACT ID CODE	1 DECEIV	GE OF PAGES		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ	UISITION/P	URCHASE REQ. NO.	5- PROJEC	FNO ULS
299	August 19, 20	005				
6. ISSUED BY CODE	OPOS	7. ADM	IINISTERED	BY (If other than ION 6)	JG FODE P	M 2: 0 [
John F. Kennedy Space Center, Procurement Office Kennedy Space Center, FL 328						
8. NAME AND ADDRESS OF CONTRACTOR (No	o., street, county, State, a	nd Zip Code)	9A.	AMENDMENT OF SOLIC	ON NOITATION	
Space Gateway Support 2411 Dulles Corner Park, Suite & Herndon, VA 20171-3430	500			DATED (SEE ITEM 11)		
Tierridon, VV 2017 F 0 100			10/	A. MODIFICATION OF CO	NTRACT/ORE	DER NO.
			105	NAS10-99001 B. DATED (SEE ITEM 13)		
L EAC	ILITY CODE			August 21, 1998		
		S TO AMEND	MENTS	OF SOLICITATION	NS.	
The share sumbered colicitation is amended:	as set forth in Item 14 Th	ne hour and date sp	ecified for re	ceipt of Offers   ] is ex	tended, [ ] i	is not extended.
Offers must acknowledge receipt of this amendme	nt prior to the hour and da	ate specified in the s	solicitation or	as amended, by one of the	e following me	thods:
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR TOUR OFFER. If by virtue of this amendment you telegram or letter makes reference to the solicitation 12. ACCOUNTING AND APPROPRIATION	is a reference to the solicities and the RECEIPT OF OFFEI desire to change an offein and this amendment, a DATA (If required)	REPRIOR TO THE ralready submitted and is received prior	HOUR AND such chang to the openi	DATE SPECIFIED MAY R	RESULT IN RE m or letter, pro	JECTION OF
See Contracting Officer for cu	irrent Accounting	& Appropriation	on Data	NTDACTO/ODDEDS		
IT MODIFIES THE	E CONTRACT/ORD	FR NO AS DE	SCRIBED	NTRACTS/ORDERS O IN ITEM 14.		
A. THIS CHANGE ORDER IS ISSUED F	PURSUANT TO: (Specify	authority) THE CH	ANGES SET	FORTH IN ITEM 14 ARE	MADE IN THE	CONTRACT
ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRAC	CT/ORDER IS MODIFIED	TO REFLECT THE	ADMINIST	RATIVE CHANGES (such a	as changes in	paying office,
appropriation date, etc.) SET FORTH IN  X C. THIS SUPPLEMENTAL AGREEMEN	T IC ENTERED INTO BU	DSLIANT TO ALITE	ORITY OF			C) FAD 52 242 2
FAR 52.245-5, Government Furnish Changes-Cost –Reimbursement (Al	t II) (Aug 1987)	mbursement, Tim	ie, Material	s or Labor-Hour Contra	cts)(Jan 196	6), FAR 32.243-2
D. OTHER (Specify type of modification	and authority)	w:				
E. IMPORTANT: Contractor [ ] is not, [	X] is required to sign	this document a	nd return _	3 copies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICA	ATION (Organized by UC	F section headings,	including so	licitation/contract subject m	latter where fe	asible.)
The purpose of this modification is	to incorporate the	following no-	cost char	nges:		
<ol> <li>Revise Section J, Attachment</li> <li>WBS 2.2.1.1 Operations, N</li> <li>WBS 2.2.1.15 Utility Coord</li> <li>Revise Section J, Attachment</li> <li>Revise Section J, Attachment</li> </ol>	Maintenance, and lination, Reports a J-4 Compliance De	ind Generator	Inventor	ies		
Except as provided herein, all terms ar remains unchanged and in full force ar	nd effect.		. NAME AN	D TITLE OF CONTRACTION		
Victoria G. Lockard	A CONTRACTOR OF THE CONTRACTOR		Linda M	. Adams ting Officer		
Director, Contracts  15B. CONTRACTOR/OFFEROR	15C. DATE SIG	SNED 168. L		TES OF AMERICA	1	6C. DATE SIGNED
Victoria Lockar	d 6 Sept	05	udla	ire of Contracting Officer)		201021
(Signature of person authorized to sign) NSN 7540-01-152-8070	3010	5	(Signatu		FORM 30 (Rev. 1 GSA FAR (48	(0-83) 8 CFR) 53.245

**2.2.1.1 Operations, Maintenance, and Engineering.** The contractor shall provide operations, maintenance, and engineering for all F/S/E, in accordance with the O/M/E/U Matrix, DRD 2.2-01, Report, Facilities, Systems, and Equipment Operations/Maintenance/Engineering/User Matrix (Technical Exhibit 2.2—017) including associated F/S/E firmware and software. When the contractor, the government, or both have identified F/S/E omissions or deletions, the O/M/E/U Matrix shall be updated by direction from the contracting officer. However, during the update or turnover process, the contractor shall continue to provide operations, maintenance, and engineering services for the pending facilities, systems, subsystems, structures or other items required for function. **(Mod 286)** 

The contractor shall perform maintenance and operations of the interconnection facilities contained in the compliance document "Interconnection Agreement Between Florida Power & Light Company and the National Aeronautics and Space Administration." (Mod 299)

**2.2.1.15 Utility Coordination, Reports and Generator Inventories.** The contractor shall support activities required to manage utilities. Utility coordination activities shall include the notification of impacts and scheduling utility outages for NASA and CCAFS. Utility coordination activities shall also include the provision of the CCAFS Unscheduled Utility Outage and Incident Reports specified in accordance with DRD 1.1-04, Report Anomaly and the NASA Quick-Look Unscheduled Utility Outage Incident Reports, on an as-needed basis. Using the USAF Real Property records and the O/M/E/U Matrix, the contractor shall provide an annual listing of CCAFS/PAFB generators in support of the USAF Annual Generator Inventories.

The contractor shall communicate/coordinate maintenance and operations with FPL thru the NASA Operating Representative which is contained in the compliance document "Interconnection Agreement Between Florida Power & Light Company and the National Aeronautics and Space Administration." (Mod 299)

### NAS10-99001

# JOINT BASE OPERATIONS AND SUPPORT

#### **CONTRACT**

#### **ATTACHMENT J-3**

# GOVERNMENT FURNISHED PROPERTY FOR POTENTIAL USE IS LOCATED IN THE NASA EQUIPMENT MANAGEMENT SYSTEM DATABASE (NEMS)

Revision 1 (updated as of August 19, 2005)

# NAS10-99001

# JOINT BASE OPERATIONS AND SUPPORT

# **CONTRACT**

# ATTACHMENT J-4 COMPLIANCE DOCUMENTS

WBS	Document Number	Rev. Date	Document Name	Mod Number
1.1.1.1	45 SW Base Support Policy	06/00	Policy for Commercial Launch/Range Customers on Sources of Base Support	Mod 205
1.1.1.1	KPD 8630.3C	09/03	KSC Shuttle Process Flight Readiness Certification Review Plan	Wiod 203
1.1.1.1	ELV/EELV 501.97	Draft	Universal Document System	
1.2	29 CFR 1910.119	11/95	Process Safety Management Standard	Mod 205
1.2	EWR 127-1 (T)	03/95	Eastern and Western Range Safety Policies and Processes	
1.2	KNPR 8715.3 (T)	12/04	KSC Safety Practices Procedural Requirements	Mod 255
1.3.2	45 SWI 65-601	06/03	Reimbursement Policy	Mod 205
1.3.2	NPR 9501.2D	05/01	NASA Contractor Financial Management Reporting	Mod 205
1.4.1	ANSI/ISO/ASQ-9001-2000	12/00	Standard, "Quality Systems-Model for Quality Assurance in Design, Production, Installation and Servicing"	Mod 205
1.4.1	NHB 5300.4 (1B)	04/69	Quality Program Provisions for Aeronautical & Space System Contractor	
1.4.1	KNPR 8720.1	11/04	KSC Reliability, Maintainability, and Quality Assurance Procedural Requirements	Mod 266
1.4.2	NSTS 22206	07/01	Requirements for Preparation and Approval of Failure Modes and Effects Analysis (FMEA) and Critics Items List (CIL)	Mod 205
1.4.2	NASA STD 8719.7	01/98	Facility System Safety Guidebook	Mod 205
1.4.2	NSTS 07700 Volume V	10/03	Information Management Requirement	Mod 205
1.4.2	NSTS 22206	07/01	Requirements for Preparation and Approval of Failure Modes and Effects Analysis (FMEA) and Critics Items List (CIL)	Mod 205
1.4.2	NSTS 22254	07/01	Methodology for Conduct of Space Shuttle Hazard Analyses	Mod 205
1.4.2	NSTS 07700, Volume X	10/03	Flight and Control System Specification – Book 1, Requirements	Mod 205
1.4.2.1	NASA-STD-8729.1	12/98	Planning, Developing, and Managing an Effective Reliability and Maintainability (R&M) Program	Mod 205
1.4.3	KHB 1710.2E	04/02	Kennedy Space Center Safety Practices Handbook	Mod 205
1.4.3	GIDEP S0300-BT-PRO-010 and S0300- BU-GYD-010	11/94	Government/Industry Data Exchange Program (GIDEP) Operation Manual	Mod 205
2.1	NPG 8820.2C	04/97	Facility Project Implementation Handbook	Mod 205
2.1	NAS-STD-8719.11	08/00	Safety Standard for Fire Protection	Mod 205

WBS	Document Number	Rev. Date	Document Name	Mod Number
2.1.1	NAVFAC MO-322	07/77	Inspection of Shore Facilities, Volume 1	
2.1.1.1	AFI 32-9005	09/94	Real Property Accountability and Reporting	
2.1.1.1	NPD 8800.14B	11/02	Policy for Real Property Management	
2.1.1.1	AFI 32-9001	07/94	Acquisition of Real Property	Mod 205
2.1.1.1	AFI 32-9002	11/93	Use of Real Property Facilities	Mod 205
2.1.1.1	AFI 32-9003	08/97	Granting Temporary Use of Air Force Real Property	Mod 205
2.1.1.1	AFI 32-9004	07/94	Disposal of Real Property	Mod 205
2.1.1.2	KHB 1200.1E	04/01	Facilities, Systems, and Equipment Management Handbook	Mod 205
2.1.1.2	45 SWI 32-1007	06/98	Building Space Assignment – CCAFS & FL Annexes	Mod 205
2.1.1.3	AFI 32-7062	10/97	Air Force Comprehensive Planning	Mod 205
2.1.1.3	AFPAM 90-902	12/00	Operational Risk Management (ORM) Guidelines and Tools	Mod 205
2.1.1.3	UFC 3-260-1	11/01	Design: Airfield and Heliport Planning and Designing	Mod 205
2.1.1.4	AFI 32-1021	01/03	Planning and Programming of Facility Construction Projects	Mod 205
2.1.1.4	AFI 32-1022	06/94	Planning and Programming Non-appropriated Fund Facility	
			Construction Projects	Mod 205
2.1.1.5	PLP-MP-RP01	12/03	CCSGIS Maintenance Plan	Mod 205
2.1.1.17	OPNAVINST 11010.34	02/87	Instructions for Preparation and Submission of the Type "A"	
			Annual Inspection Summary and Narrative Assessment	Mod 205
2.1.2.1	45 SW Facilities Excellence Plan (FEP)	04/01	45 SW Facilities Excellence Plan (FEP)	Mod 205
2.1.2.3.1	KHB 1710.2	04/02	Kennedy Space Center Safety Practices Handbook	Mod 205
2.1.2.3.1	FAA AC 150/5320-12C	03/97	Measurement, Construction, and Maintenance of	
			Skid-resistant Airport Pavement Surfaces	Mod 205
2.1.2.3.2	State of Florida Statue 335.074	2003	Safety Inspections of Bridges	Mod 205
2.1.2.3.2	FAA AC 150/5380-6A	07/03	Guidelines and Procedures for Maintenance of Airport	
			Pavements	Mod 205
2.1.2.3.4	Part 49 CFR, Chapter 1, Subchapters A,B,	10/03	Code of Federal Regulations	
	and C, Chapter III, Subchapters A and B	1110-		Mod 205
2.1.2.4	Facility Number Report (CMDS/CID)	11/97	Facility Number Report (CMDS/CID)	Mod 205
2.1.4	AFEPPM 96-3	06/96	Air Force Energy Program Procedural Memorandum	
2.1.4.1	NPR 8570.1, Chapter 4	03/01	Energy Efficiency and Water Technology and Practices	Mod 205
2.1.4.1	Executive Order 13123	06/99	Greening the Government Through Efficient Energy	
		0.440=	Management	Mod 205
2.2.1	NPG 8820.2C	04/97	Facility Project Implementation Handbook	Mod 205

WBS	Document Number	Rev. Date	Document Name	Mod Number
2.2.1	NPR 8831.2D	07/01	Facilities Maintenance and Energy Management Handbook	Mod 205
2.2.1	KCA# 4047	07/98	Interconnection Agreement Between Florida Power & Light Company and the National Aeronautics and Space Administration.	Mod 299
2.2.1.4	AFI 32-1032	10/03	Planning and Programming Real Property Maintenance Projects Using Appropriated Funds	Mod 205
2.2.1.8	KPD 8630.3C	09/03	KSC Shuttle Process Flight Readiness Certification Review	
2.2.1.8	ELV/EELV	Draft	Universal Documentation System	
2.2.1.12	AFI 32-1054	03/00	Corrosion Control	Mod 205
2.2.1.12	AFM 85-5	02/82	Guidelines for Preparing Cathodic Protection Annual Performance Booklet	Mod 205
2.2.1.14	Asbestos Management (T)	07/94	Asbestos Management and Operations Plan	Mod 205
2.2.1.17	NAVFAC P-307	10/96	Management of Weight Handling Equipment (T)	Mod 205
2.2.1.17	NAVFAC MO-322, Vol. 1	07/77	Inspection of Shore Facilities, Volume 1	Mod 205
2.2.1.19	KCI-HB-5340.1	03/95	Payload Facility Contamination Control Implementation Plan	Mod 205
2.2.1.19	FED-STD-209E	09/92	Federal Standard Airborne Particulate Cleanliness Classes in Clean Rooms and Clean Zones	Mod 205
2.2.2.1	Florida Green Book	05/02	Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways	
3.1.1.2	Federal Aviation Regulation (FAR) Part 139	01/03	Certifications and Operations; Land Airports Serving Certain Air Carriers	Mod 205
3.1.1.2	NFPA (T)	01/03	National Fire Protection Association Standards	Mod 205
3.1.1.14	29 CFR 1910.134	G3	Code of Federal Regulations, Respiratory Protection	
3.1.1.14	29 CFR 1910.120(q)	Q	Code of Federal Regulations, Hazardous Waste Operations and Emergency Response	
3.1.2.1	NPR 1620.1A	10/02	NASA Security Requirements Manual	Mod 205
3.1.2.1	AFI 31-101	06/00	The Air Force Installation Security Program	Mod 205
3.1.2.6	45 SW OPLAN 31-101, V2	08/00	Base Security Plan	Mod 205
3.1.2.9	AFI 31-207	09/99	Arming and Use of Force by Air Force Personnel	Mod 205
3.1.2.9	SI-PSO-IMI-FAAP-1	07/97	NASA Lead Center for FAAP	Mod 205
3.1.3	JHB 2000 Rev B	04/04	Consolidated Comprehensive Emergency Management Plan	Mod 232
3.1.3	Executive Order 12148, Section 2-101	08/82	Federal Emergency Management	

WBS	Document Number	Rev. Date	Document Name	Mod Number
3.1.3	Executive Order 12472	04/84	Telecommunications Emergency Preparedness	
3.1.3	Executive Order 12656	11/88	Assignment of Emergency Preparedness Responsibilities	
3.1.3	Federal Radiological Emergency Response Plan	05/96	Federal Radiological Emergency Response Plan (FRERP)	
3.2	JSC SE-S-0073, Change No. 94	01/04	Specification for Space Shuttle Fluid Procurement & Use Control	Mod 205
3.2.1	AFI 32-7086	07/97	Hazardous Material Management	
3.2.1.3	NPR 4300.1	07/99	NASA Personal Property Disposal Procedures and Guidelines	Mod 205
3.2.2	ICAO	96-98	International Civil Aviation Organization	
3.2.2	IMDG	1996	International Maritime Dangerous Goods	
3.2.2	SA 15A-1-13	07/03	437 MAW	Mod 205
3.2.2	SA 15A-1-16	04/03	Detachment 3 ASC	Mod 205
3.2.2	SA 15A-1-19	09/02	HQ AFROTC (Sr. ROTC)	Mod 205
3.2.2	SA 15A-1-1	02/99	920 <sup>th</sup> RQW	Mod 205
3.2.2	SA 15A-1-2	12/02	333 USAFRSQ	Mod 205
3.2.2	SA 15A-1-32	07/01	ESC/OL-AT (JOINT STARS)	Mod 205
3.2.2	SA 15A-1-36	06/02	HQ AFROTC (Jr. ROTC)	Mod 205
3.2.2	SA 15A-1-7	12/02	114 CCS	Mod 205
3.2.2	SA 15A-1-9	08/02	AFTAC	Mod 205
3.2.2	SA 15B-1-1	09/02	MSCO	Mod 205
3.2.2	SA 15B-1-4	05/03	NOTU	Mod 205
3.2.2	SA 15B-1-5	11/02	CD, NSWC	Mod 205
3.2.2	SA 15C-1-2	12/01	MTMCCCD	Mod 205
3.2.2	SA 15C-1-5	01/01	USARG	Mod 205
3.2.2	SA 15D-1-2	04/03	DEOMI	Mod 205
3.2.2	SA 15D-1-6	09/03	DRMO	Mod 205
3.2.2	SA 15D-1-13	08/03	DIA	Mod 205
3.2.2	SA 15D-1-9	07/03	DCMC	Mod 205
3.2.2	SA 15E-1-5	05/01	DOS-INM-ISA	Mod 205
3.2.2	ST/SG/AC.10/1/Rev. 9	9 <sup>th</sup> ed.	United Nations Recommendations on the Transport of Dangerous Goods	
3.2.2	45 SW OPLAN 10-403	09/96	Installation Deployment Plan	

WBS	Document Number	Rev. Date	Document Name	Mod Number
3.2.2	45 SW OPLAN10-404	10/02	Base Support Plan	Mod 205
3.2.2	IATA	97 <sup>th</sup> ed.	International Airline Transportation Association	
3.2.2.2	AFI 24-301 (T)	04/95	Vehicle Operations	
3.2.3.1	ASNT-SNT-TC-1A	01/01	Personnel Qualification and Certification in NDE Testing Recommended Practice	Mod 205
3.2.3.1	KHB 1860.1D (T)	08/01	KSC Ionizing Radiation Protection Program	Mod 205
3.2.3.1	AFI 40-201	09/00	Managing the Radiation Protection Program in the USAF	Mod 205
3.2.3.1	Florida Administrative Code (FAC) Chapter 64E-5, 434	12/01	Control of Radiation Hazards Regulation	Mod 205
3.2.3.1	Title 10, Chapter 1, Code of Federal Regulations Part 34.43	04/03	US Nuclear Regulatory Commission	Mod 205
3.2.3.1	Title 49, Chapter 1, Code of Federal Regulations Part 100-185	10/01	Department of Transportation	Mod 205
3.2.3.1	ANSI/ASNT CP-189	01/01	Standard for Qualification and Certification of Nondestructive Testing Personnel	Mod 205
3.2.3.1	NAS-410	02/03	Nondestructive Testing Personnel Qualification and Certification	Mod 205
3.2.3.2	45 SWI 21-101	06/98	Repair, Calibration, and Certification of Test, Measurement, and Diagnostic Equipment	Mod 205
3.2.3.2	ANSI/NCSL Z540-1994	94	Calibration Laboratories and Measuring & Test Equipment – General Requirements	Mod 205
3.2.3.2	T.O. 33K-1-100	05/03	TMDE Interval, Calibration and Repair, T.O. Reference Guide and Work Unit Code Manual (Option 3A and 3B Requirement Only)	Mod 205
3.2.3.2	T.O. 00-20-14	03/03	Technical Manual Air Force Metrology and Calibration Program (Option 3A and 3B Requirement Only)	Mod 205
3.2.3.3	JSC SE-S-0073, Change No. 94	01/04	Specification for Space Shuttle Fluid Procurement & Use Control	Mod 205
3.2.3.3	SW 846, Rev 3	1980	EPA Solid Waste Manual	Mod 205
3.2.3.4	KSC-C-123, Revision H	09/05	Surface Cleanliness of Fluid Systems, Specification for	Mod 205

WBS	Document Number	Rev. Date	Document Name	Mod Number
3.2.4	BB-F-1421, Revision B	03/82	Refrigerant 21	Mod 205
3.2.4	KSC-SPEC-P-0017	10/94	Specification for Propellants, Recovered Hydrazine Family Fuels	
3.2.4	KSC-SPEC-P-0018	07/95	Propellants, Recovered Nitrogen Tetroxide Solutions, Specifications for	
3.2.4	KSC-STD-Z-0006, Revision B	10/95	Design of Hypergolic Propellants Ground Support Equipment, Standard for	
3.2.4	KSC-STD-Z-0008, Revision C	10/96	Design of Ground Life Support Systems and Equipment, Standard for	
3.2.4	KSC-STD-Z-0009, Revision C	08/94	Design of Cryogenic Ground Support Equipment, Standard for	
3.2.4	MIL-M-12218, Revision C, Notice 1	06/97	Monobromotrifluoromethane (Liquefied), Technical Grade for Fire Extinguishers (MIL-M-12218C has been canceled without replacement)	
3.2.4	MIL-PRF-27210, Revision G	04/97	Oxygen, Aviator's Breathing, Liquid and Gas	
3.2.4	MIL-PRF-25508, Revision F	10/95	Propellant, Oxygen	
3.2.4	MIL-P-25576, Revision C, Amendment 2	06/82	Propellant, Kerosene (RP-1)	
3.2.4	MIL-P-26536, Revision E, Amendment 1	09/97	Propellant, Hydrazine	Mod 205
3.2.4	MIL-P-26539, Revision E, Amendment 2	10/97	Propellant, Nitrogen Tetroxide	Mod 205
3.2.4	MIL-PRF-27401, Revision D	10/95	Propellant, Pressurizing Agent, Nitrogen	
3.2.4	MIL-P-27402, Revision C, Amendment 1	10/97	Propellant, Hydrazine-uns-Dimethylhydrazine (Aerozine-50)	Mod 205
3.2.4	MIL-P-27404, Revision C	10/97	Propellant, Monomethylhydrazine	Mod 205
3.2.4	MIL-P-27407, Revision B	08/97	Propellant, Pressurizing Agent, Helium	Mod 205
3.2.4	MIL-P-27415A, Amendment 1	12/97	Propellant, Pressurizing Agent, Argon	Mod 205
3.2.4	MIL-PRF-27201, Revision C	12/95	Propellant, Hydrogen	
3.2.4	MIL-T-83133, Revision D, Amendment 1	09/95	Turbine Fuel, Aviation, Kerosene Types, NATO F-34 (JP-8) and NATO F-35	
3.2.4	NASA-STD-6001	02/98	Flammability, Odor, Off-gassing, and Compatibility Requirements and Test Procedures for Materials in Environments that Support Combustion	
3.2.4	O-A-445, Revision B, Amendment 1	05/83	Ammonia, Technical (Shuttle Grade)	
3.2.4	AFM 23-110, Volume 1, part 3, chapter 4	07/98	Missile Fuels	Mod 205
3.2.4	TT-I-735, Revision A, Amendment 3, Notice 2	04/01	Isopropyl Alcohol	Mod 205

WBS	Document Number	Rev. Date	Document Name	Mod Number
3.2.5	FAAO 7110.65P	02/04	Air Traffic Control (SLF/Skid Strip)	Mod 232
3.2.5	FAAO 7110.031 FAAO 7220.2A	09/89	Operational Position Standards (SLF)	Mod 205
3.2.5	FAR Part 139	11/87	Certification and Operations: Land Airports Serving Certain Carriers (SLF)	Wiod 203
3.2.5	45 SWI 13-201	02/00	Eastern Range Airspace Management Procedures	Mod 205
3.2.5	NPR 7900-3	04/99	Aircraft Operations Management	Mod 205
3.2.5.1	FAA Approval Letter	12/01	Definition of NASA 4 Maintenance Program (PAFB)	Mod 205
3.2.5.1	FAR Part 43	01/02	Maintenance, Preventative Maintenance, Rebuilding and Alteration (PAFB)	Mod 205
3.2.5.1	FAR Part 65	01/95	Certification: Airmen Other Than Flight Crewmembers (PAFB)	Mod 205
3.2.5.2	FAAH 7210.3T	02/04	Facility Operation and Administration (SLF)	Mod 232
3.2.5.2	Federal Air Regulation (FAR) Part 1	04/97	Definitions and Abbreviations (SLF)	
3.2.5.2	FAR Part 73	01/81	Special Use Airspace (SLF)	Mod 205
3.2.5.2	FAAO 7610.4K, Chapter 13	02/04	Special Military Operations	Mod 232
3.2.5.3	45 SWI 13-202	12/94	Use of Cape Canaveral Air Station (CCAFS) (Skid Strip)	Mod 205
3.2.5.3	AFI 13-203	08/97	Air Traffic Control (Chapters 1-3, 5-8, 10 & 11) (Skid Strip)	Mod 205
3.2.5.3	AFI 13-213	08/97	Airfield Management (Chapters 1-6 & 8) (Skid Strip)	Mod 205
3.2.5.3	AFI 13-213, Supplement 1	12/96	AFSPC 1 Supplement (Skid Strip)	Mod 205
3.2.5.3	AFI 13-218	11/95	Air Traffic System Evaluation Program (Skid Strip)	Mod 205
3.2.5.3	FAAH 7110.10L	07/96	Flight Services (Skid Strip)	Mod 205
3.2.5.3	FAAO 6850.5C	03/95	Maintenance of Lighted Navigational Aids (Skid Strip)	Mod 205
3.2.5.3	FAR Part 91	04/97	General Operating and Flight Rules (Skid Strip)	Mod 205
3.2.6	OPLAN 32-3, Vol. V-VIII	09/97	Spill Prevention, Control, and Countermeasures Plan	Mod 205
3.2.6.2	OPLAN 32-3, Vol. IIIA	09/97	Oil Spill Contingency Plan	Mod 205
3.2.6.2	OPLAN 32-3, Vol. IIIB	09/97	Emergency Response Action Plan	Mod 205
3.2.6.2	KHB 8800.7D	02/01	Waste Management Handbook	Mod 205
3.3	NASA Technical Standards	07/97	Series 2000, Computer Systems, Software & Data Systems	Mod 205
3.3	Procurement Information Circular (PIC) 04-03	03/05	System Administrator Security Certification Program	Mod 269
3.3	NPR 2820.1	05/98	NASA Software (Management Assurance and Engineering Policy)	Mod 205

WBS	Document Number	Rev. Date	Document Name	Mod Number
3.3	OMB Circular A-11, Transmittal	10/97	Planning, Budgeting, and Acquisition of Capital Assets &	
	Memorandum #70, Part 3 & Supplement to		capital Planning Guides	
	Part 3			Mod 205
3.3	OMB Circular A-130, App III	02/96	Management of Federal Information Resources	Mod 205
3.3	AFI 33-118	08/97	Radio Frequency Spectrum Management	Mod 205
3.3	KNPG 2570.1A	02/95	KSC Radio Frequency Spectrum Management Handbook	Mod 205
3.3.2	NPR 2810.1	08/99	Security for Information Technology	Mod 205
3.4.1.1	NPR 1490.5A	07/97	NASA Procedures and Guidelines for Printing, Duplicating,	
			and Copying Management	Mod 205
3.4.3	USPS Domestic Mail Manual	01/96	United States Postal Service Domestic Mail Manual	
3.4.3	USPS International Mail Manual	07/96	United States Postal Service International Mail Manual	
3.5.1.1	KBM-PL-1-3	09/02	KSC Emergency Medical Services Plan	Mod 232
3.5.1.1	KMI 1810.1I	07/00	KSC Occupational Medicine Program	Mod 232
3.5.1.1	JHB2000 Rev B	4/04	Consolidated Comprehensive Emergency Management Plan	Mod 232
3.5.1.2	KBM-ST-2.1	02/99	Medical Standards	Mod 205
3.5.2	KHB 1820.3D (T)	11/01	KSC Hearing Conservation	Mod 205
3.5.2	KHB 1820.4C (T)	11/00	KSC Respiratory Protection Program	Mod 205
3.5.2	KNPG 1840.19	02/03	KSC Industrial Hygiene	Mod 205
3.5.2	KHB 1860.1D (T)	08/01	KSC Ionizing Radiation Protection Program	Mod 205
3.5.2	KHB 1860.2C (T)	01/01	KSC Non-Ionizing Radiation Protection Program	Mod 205
3.5.2	KHB 1870.1D (T)	11/00	KSC Sanitation and Pollution Control Handbook	Mod 205
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3.5.2	KSC-PLN-1903, Basic	N/A	Radiological Controls for Major Radiological	Mod 205
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			Agents	Mod 205
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3.5.3	32 CFR 989	03/03	Environmental Impact Analysis Process	Mod 205
3.5.3	AFI 32-7001	05/94	Environmental Budgeting	Mod 205
3.5.3	AFI 32-7045	07/98	Environmental Compliance Assessment and Management	
		2.770	Program	Mod 205
3.5.3	KHB 8800.6 (T)	01/93	Environmental Control Handbook	

NAS10-99001

WBS	Document Number	Rev. Date	Document Name	Mod Number
3.5.3	KHB 8800.7	02/02	Waste Management Handbook	Mod 205

KCA#4047 REV: BASIC 7/24/98

#### INTERCONNECTION AGREEMENT

**BETWEEN** 

FLORIDA POWER & LIGHT COMPANY

AND THE

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

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1	This INTERCONNECTION AGREEMENT BETWEEN FLORIDA POWER & LIGHT
2	COMPANY AND THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
3	("Agreement"), is made and entered as of the 24th day of July, 1998, by and between Florida Power &
4	Light Company ("FPL"), a corporation organized and existing under the laws of the State of Florida,
5	and the National Aeronautics and Space Administration ("NASA"), an agency of the United States
6	Government, with a principal facility located at Kennedy Space Center, Florida ("NASA's KSC
7	Premises"). FPL and NASA may from time to time be identified individually as a "Party" and are
8	collectively identified herein as the "Parties".
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10	RECITALS
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12	WHEREAS, FPL, an investor-owned utility, owns and operates electrical generation,
13	transmission and distribution facilities in portions of the State of Florida; and
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15	WHEREAS, NASA plans to install and own an electrical generation facility (the "NASA
16	Generation Facility") at NASA's KSC Premises; and
17	
18	WHEREAS, FPL currently provides retail electric service to NASA's KSC Premises; and
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20	WHEREAS, FPL may continue to provide retail electric service to NASA's KSC Premises; and
21	
22	WHEREAS, the NASA Generation Facility is an emergency generation facility and is not a
23	"qualifying facility" under applicable state and federal laws and regulations; and
24	
25	WHEREAS, FPL and NASA desire to establish terms and conditions in this Agreement for the
26	interconnected parallel operation of FPL's electrical system and the NASA Generation Facility, and for
27	the construction, operation and maintenance responsibilities for the NASA Generation Facility, NASA
28	Facilities, and Interconnection Facilities pursuant to this Agreement;
29	
30	NOW, THEREFORE, the Parties agree as follows:

ARTICLE I 1 2 **DEFINITIONS** 3 Section 1.01 - FPL Facilities: All facilities on FPL's side of the Point of Change of Ownership, 4 including, but not limited to, improvements, terminal facilities, interconnection equipment, protective 5 equipment, and other related equipment and materials. In addition, FPL Facilities include two FPL 6 7 cabinets containing Interconnection Equipment (including but not limited to, protective relays), accessible 8 only to FPL personnel, located on NASA's side of the Point of Change of Ownership. Exhibit A, 9 Interconnection Configuration, shows the Point of Change of Ownership between the FPL Facilities and 10 the NASA Facilities. Section 1.02 - Interconnection Facilities: All FPL Facilities and NASA Facilities which FPL 11 12 determines are necessary to interconnect the NASA Generation Facility with FPL's system in a safe and 13 reliable manner pursuant to Section 3.01 of this Agreement, including, but not limited to, FPL Facilities, 14 Protective Equipment, the NASA Facilities and related facilities (including, but not limited to, other 15 substation facilities) as shown on Exhibit A to this Agreement. The major components of the 16 Interconnection Facilities on FPL's side of the Point of Change of Ownership are shown on Exhibit B to this Agreement. 17 18 Section 1.03 - Late Payment Interest Rate: The rate of interest established by the Secretary of the 19 Treasury, and published in the Federal Register, for interest payments under the Contract Disputes Act 20 of 1978 (41 U.S.C. §611), which is in effect at the time NASA accrues the obligation to pay a late 21 payment interest penalty. 22 Section 1.04 - NASA Facilities: All facilities on NASA's side of the Point of Change of Ownership, 23 with the exception of two FPL cabinets containing Interconnection Equipment (including, but not limited 24 to, protective relays), accessible only to FPL personnel, located on NASA's side of the Point of Change of Ownership. Section 1.05 - NASA Generation Facility: The 11,000 kW of standby generation at NASA's KSC Premises, consisting of five 2,000 kW generators and two 500 kW generators. Section 1.06 - Operating Representatives: Those individuals appointed by the respective Parties

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pursuant to Section 8.01.

Section 1.07 - Past Due After Date: Thirty days from the date NASA receives an invoice. NASA 1 is deemed to receive an invoice on (i) the date NASA actually receives and annotates the date of receipt 2 at the time of actual receipt on the invoice or (ii) on the date of the invoice if NASA has failed to 3 annotate the invoice with the date of receipt at the time of actual receipt. If the Past Due After Date falls 4 on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and government 5 business is not expected to be conducted, payment may be made on the following business day without 6 7 incurring a late payment interest penalty. Section 1.08 - Point of Change of Ownership: The point(s) at which the NASA Facilities connect to 8

the FPL Facilities as shown on Exhibit A to this Agreement. 9

Section 1.09 - Protective Equipment: Includes, but shall not be limited to, protective relays, relaying panels, relaying cabinets, circuit breakers, conduits, cabling, current transformers, potential transformers, coupling capacitor voltage transformers, wave traps, transfer trip and fault recorders, which directly or indirectly provide input to relays, fiber optic communication equipment, power line carrier equipment and telephone circuits, and any other equipment necessary to implement the protectionrelated provisions of this Agreement.

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18 19 ARTICLE II **TERM** 

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Section 2.01 - Term: The term of this Agreement shall commence on the date hereof and shall, except as provided in this Section 2.01 and in Section 12.01, continue in effect for an initial term which shall expire August 1, 2013, and thereafter shall automatically be extended for periods of two years each; however, either Party may terminate this Agreement at the end of the initial term or at the end of any two year extension hereof upon a minimum of two years' advance written notice to the other Party, or at any time upon mutual consent of the Parties. Upon any termination, NASA shall reimburse FPL for all non-reimbursed costs and expenses incurred by FPL pursuant to this Agreement.

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#### ARTICLE III

#### **CONSTRUCTION OF INTERCONNECTION FACILITIES**

 Section 3.01 - Interconnection Facilities: The Parties shall, pursuant to this Agreement, design, engineer, modify, upgrade, install and construct the Interconnection Facilities necessary to connect the NASA Generation Facility with FPL's system. A list of the major components of the Interconnection Facilities to be provided by FPL is set forth on Exhibit B to this Agreement.

Section 3.01.01 - Construction Responsibilities of FPL: FPL shall, at NASA's expense, design, engineer, modify, upgrade, install, construct and own the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, as FPL determines necessary to interconnect the NASA Generation Facility with FPL's system in a safe and reliable manner. Further, the design, engineering, modification, upgrade, installation and construction shall comply with all applicable laws, regulations and codes, including the National Electrical Safety Code, and shall be in accordance with prudent utility practices and FPL standards. FPL's estimate of these costs is shown on Exhibit C - Estimate of Interconnection Costs.

Section 3.01.02 - Construction Responsibilities of NASA: NASA shall, at its own expense, design, engineer, modify, upgrade, install, construct and own the Interconnection Facilities on NASA's side of the Point of Change of Ownership necessary to interconnect the NASA Generation Facility with FPL's system in a safe and reliable manner. It is understood that NASA has, by separate agreement and delivery order, contracted for the design of such Interconnection Facilities on NASA's side of the Point of Change of Ownership with the exception of two FPL cabinets containing Interconnection Equipment. It is further understood and agreed that the design, engineering, modification, upgrade, installation and construction of such Interconnection Facilities shall comply with all applicable laws, regulations and codes, including the National Electrical Safety Code, and shall be in accordance with prudent utility practices.

Section 3.02 - NASA Facilities: NASA shall, at its own expense, design, engineer, modify, upgrade, install, construct and own those NASA Facilities which interconnect the NASA Generation Facility with

2 to accommodate such interconnection in a safe and reliable manner. Section 3.03 - Final FPL Design: The Parties recognize and agree that FPL's design, configuration and 3 estimated costs of the Interconnection Facilities on FPL's side of the Point of Change of Ownership, 4 5 including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of 6 Ownership (as delineated on Exhibits A, B and C to this Agreement) are based on preliminary technical 7 data for the NASA Generation Facility and the Interconnection Facilities provided by NASA on NASA's 8 side of the Point of Change of Ownership, and FPL's design, configuration and estimated costs can only be finalized upon FPL's receipt of final technical data from NASA. The Parties shall use best efforts 9 10 to coordinate the final design and configuration to ensure proper coordinated operation of the Interconnection Facilities. FPL may revise its design, configuration and estimate of costs for 11 12 Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay 13 cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, in accordance 14 with prudent utility practices and FPL standards, including, but not limited to, revisions made upon 15 receipt of any additional or revised information from NASA (costs may only be revised pursuant to 16 Sections 6.01 and 6.01.01). 17 Section 3.04 - Delays: Based on the preliminary design of the Interconnection Facilities, FPL expects 18 to complete the design and construction of the Interconnection Facilities on FPL's side of the Point of 19 Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the 20 Point of Change of Ownership, within 365 days of execution of this Agreement contingent upon (i) 21 NASA completing construction of the Interconnection Facilities on NASA's side of the Point of Change 22 of Ownership within 365 days of execution of this Agreement, which construction by NASA shall 23 exclude two FPL cabinets containing Interconnection Equipment located on NASA's side of the Point of 24 Change of Ownership and, (ii) the receipt of all final technical data from NASA. Both Parties agree that 25 such expected completion time is based on preliminary technical data for the NASA Generation Facility 26 and the Interconnection Facilities provided by NASA and can only be reasonably finalized after both 27 Parties coordinate and complete the final design and configuration of the Interconnection Facilities as 28 stated in Section 3.03 of this Agreement. Each Party shall keep the other Party informed of construction 29 schedules for the Interconnection Facilities under this Agreement and of any change(s) to the final design 30 or configuration of the Interconnection Facilities or to estimated completion times, including the reason(s)

FPL's system, and shall make any additions and/or modifications to such NASA Facilities as required

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for such change(s). Both Parties shall confer, coordinate and negotiate a revised construction schedule should material changes to the final design of the Interconnection Facilities occur. Each Party agrees to provide to the other Party periodic progress reports on the status of its (their) respective project(s).

#### ARTICLE IV

#### **INTERCONNECTION FACILITIES - SAFETY AND RELIABILITY**

<u>Section 4.01 - NASA Generation Facility:</u> The NASA Generation Facility is an emergency generation facility and is not a "qualifying facility" under applicable state or federal laws or regulations.

<u>Section 4.02 - General:</u> FPL and NASA shall operate and maintain their respective Interconnection Facilities in a safe and reliable manner and in accordance with prudent utility practices so as to protect the reliability of FPL's system and the NASA Facilities.

Section 4.02.01 - Hazardous or Unsafe Conditions: NASA shall immediately notify FPL's System Operator (or such other FPL representative as may be designated in writing by FPL) by telephone at (305) 442-5744 in the event of NASA's discovery of any hazardous or unsafe condition(s) associated with the Parties' operations that affect(s) the Interconnection Facilities or FPL's system. If FPL detects any such condition(s), then FPL shall likewise contact the operator of the NASA Generation Facility by telephone. Each Party agrees to immediately take whatever corrective action is necessary and appropriate to eliminate the hazardous or unsafe condition(s).

<u>Section 4.02.02 - Disconnections:</u> The NASA Generation Facility shall be promptly disconnected from parallel operation with FPL's electrical system upon oral or written request given by FPL to NASA whenever FPL reasonably determines that such disconnection is necessary (i) to provide safe and reliable service to FPL's customers, (ii) to protect FPL's generation, distribution or transmission facilities, or (iii) when the disconnection is reasonably necessary for the purpose of maintenance, testing, repairs, replacements or installation of equipment, or for investigations and inspections of electrical facilities. In addition, the NASA Generation Facility may be automatically disconnected from parallel operation with FPL's system through the operation of Protective Equipment. Following any disconnection of the NASA

Generation Facility, resynchronization of the NASA Generation Facility with FPL's electrical system shall only be accomplished pursuant to Section 4.02.03.

Section 4.02.03 - Synchronization: Other than as a result of receipt of a Commercial/Industrial Load Control ("CILC") signal from FPL, prior to the synchronization of the NASA Generation Facility with FPL's system, including, but not limited to, resynchronization following disconnection of the NASA Generation Facility pursuant to Section 4.02.02, the Parties' Operating Representatives shall confer regarding such synchronization. The synchronization of the NASA Generation Facility shall be accomplished utilizing NASA's synchronization equipment, and in a safe and reliable manner consistent with FPL's practices for its own equipment. Protective Equipment shall be installed by the Parties, at NASA's expense, to prevent inadvertent synchronization of the NASA Generation Facility with FPL's system.

#### ARTICLE V

#### OPERATION, MAINTENANCE AND CAPITAL IMPROVEMENTS

Section 5.01 - General: Each Party shall own and be responsible for the operation and maintenance of

the Interconnection Facilities on such Party's side of the Point of Change of Ownership in accordance with prudent utility practices.

Section 5.02 - FPL's Interconnection Facilities: FPL shall own and have the exclusive right to modify, test, operate and maintain the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two FPL cabinets referenced in Section 1.01 located on NASA's side of the Point of Change of Ownership. Additionally, FPL shall have the exclusive right to design, engineer, install, construct, own, modify, test, operate and maintain any capital improvements and replacements which FPL reasonably determines are required for the safe and reliable operation of the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two FPL cabinets referenced in Section 1.01 located on NASA's side of the Point of Change of Ownership. FPL shall bill NASA for costs incurred pursuant to this Section 5.02 in accordance with Sections 6.02, 6.02.01, 6.02.02, and 7.02 of this Agreement. Notwithstanding the above, to the extent that FPL makes any capital improvements to the Interconnection Facilities on FPL's side of the Point of Change of Ownership for purposes other than accommodating or maintaining the interconnection of the NASA Generation Facility with FPL's

- system, NASA shall not be responsible for costs and expenses incurred by FPL in constructing, operating
- 2 and maintaining such capital improvements for such other purposes.
- 3 Section 5.03 NASA Facilities: NASA shall own, operate and maintain the NASA Facilities.
- 4 Additionally, NASA shall design, engineer, install, construct, own, operate and maintain any capital
- 5 improvements which NASA reasonably determines are required for the NASA Facilities. NASA shall
- 6 coordinate such capital improvements with FPL. NASA shall fulfill its obligations under this Section
- 7 5.03 at its own expense.

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- 8 Section 5.04 Changes by NASA: NASA shall submit to FPL, for FPL's review and approval or
- 9 disapproval, any proposed change(s) to the NASA Generation Facility when such proposed change(s)
- could materially affect the electrical output, capability or reliability of the NASA Generation Facility or
- FPL's system. Change(s) proposed by NASA shall not be made prior to NASA's receipt of FPL's
- written approval, which shall not be unreasonably withheld. FPL's approval or disapproval shall be
- provided to NASA as soon as reasonably practicable. NASA shall provide FPL with sufficient project
- details and adequate advance written notice to allow FPL to properly evaluate the effect of the change(s)
- on the interconnected operation of the NASA Generation Facility with FPL's system.

#### **Section 5.05 - Parallel Operations and Limitations:**

<u>Section 5.05.01 - Commercial/Industrial Load Control Program:</u> The Parties understand and agree that upon installation and testing of all equipment generally shown on <u>Exhibit A</u>, the Interconnection Facilities are configured for parallel operation through FPL's C-5 Substation to enable NASA to conform to the terms of, and to participate in, FPL's CILC program.

#### Section 5.05.02 - Limitation on Duration and Frequency of Certain Parallel Operations:

NASA shall operate each of its seven generators in parallel with FPL's system for periods not to exceed one hour per occurrence, a maximum of twelve times a year, for the purposes of exercising each generator in parallel with FPL's system during periods of emergency conditions, for testing and/or periodic maintenance to ensure the reliability of the NASA Generation Facility and the NASA Facilities. In addition, NASA shall operate its generators as required by FPL's CILC tariff. NASA shall provide to the FPL Operating Representative a schedule indicating those periods during which each of NASA's seven generators may operate in parallel with FPL's system for testing and/or maintenance purposes. Such schedule shall be provided annually and may be subsequently revised prior to NASA's exercising each generator in parallel with FPL's

system for purposes of testing and/or maintenance during a period not indicated in the schedule in effect at that time. In case of any such revision, NASA shall notify FPL at least seventy-two hours prior to exercising each generator in parallel.

<u>Section 5.06 - Harmonics:</u> NASA shall take whatever measures are necessary to maintain the harmonic distortion levels to those which are recommended by IEEE Standard 519. The harmonics quantity shall be measured at the Point of Change of Ownership.

#### ARTICLE VI

#### COST RESPONSIBILITIES

Section 6.01 - NASA's Cost Responsibilities for Design and Construction: NASA, pursuant to applicable state laws and regulations regarding, but not limited to, contribution in aid of construction and interconnections, shall be responsible for, and hereby agrees to reimburse FPL for, FPL's reasonably incurred costs and expenses, subject to the not to exceed conditions stated in this Section 6.01, in performing its obligations under this Agreement, including, but not limited to:

- (a) All direct and indirect costs of land, other property rights, labor, material, services and studies incurred by FPL in connection with the ownership, design, and construction of the Interconnection Facilities on FPL's side of the Point of Change of Ownership and all other equipment installed by FPL in the performance of its obligations under this Agreement;
- (b) Payroll and other expenses of FPL's employees incurred in connection with FPL's performance of its design and construction obligations under this Agreement, including allowances to reflect the costs of payroll-related taxes, insurance (including that related to Workers' Compensation, Employers' Liability and Unemployment Compensation Insurance), pensions, benefits and overheads; overhead loading rates shall be calculated in accordance with FPL's then-current jobbing procedures, and may include indirect engineering and supervision expenses, and other overhead expenses;
- (c) Costs of labor, services and studies performed for FPL by contractors, jobbers and consultants in connection with FPL's performance of its obligations under this Agreement, including allowances for overheads as provided in item (b) above;

(d) Costs of materials, supplies, tools, machines, equipment, apparatuses and spare parts incurred in connection with FPL's performance of its obligations under this Agreement, including rental charges, transportation and stores expenses applicable to such costs; and

(e) All costs imposed upon FPL in connection with FPL's performance of its obligations under this Agreement, including all federal, state and local taxes, impositions or assessments of any character, property taxes and income taxes.

An estimate of the costs and expenses FPL expects to incur for designing, acquiring land and land rights, engineering, modifying, upgrading, installing and constructing the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, is shown on Exhibit C to this Agreement. In no event shall NASA's obligation to pay FPL for costs and expenses incurred, pursuant to this Agreement, exceed such estimate without prior mutual agreement of both Parties.

Section 6.01.01 - Prior Notification Required: Except as specified in Section 6.01.02, FPL shall provide written notification to NASA for approval prior to incurring capital costs and expenses associated with designing, engineering, modifying, upgrading, installing or constructing Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, which would cause FPL to exceed the total Estimate of Interconnection Costs set forth on Exhibit C.

Section 6.01.02 - Exceptions to Prior Notification Requirement: Costs and expenses incurred by FPL in responding to any emergency event(s), relating to Interconnection Facilities and where verbal or written notification of NASA is not possible, will be subject to notification after the event. Notification of an emergency-related expense will be provided by FPL to NASA by FAX transmission within four business days following the occurrence of an emergency event.

<u>Section 6.02 - NASA's Cost Responsibilities for Operation, Maintenance, and Capital Improvement:</u> NASA, pursuant to applicable state laws and regulation regarding, but not limited to, the operation, maintenance, and capital improvement of interconnection facilities, shall be responsible for, and hereby agrees to reimburse FPL for FPL's reasonably incurred costs and expenses, subject to the not to exceed conditions stated in this Section 6.02, for the operation, maintenance, modification, improvement, or replacement of the Interconnection Facilities on FPL's side of the Point of Change of

Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, including, but not limited to:

- All direct and indirect costs of land, other property rights, labor, material, services and studies incurred by FPL in connection with the operation, maintenance, modification, improvement, or replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, and all other equipment installed by FPL under this Agreement;
- (b) Payroll and other expenses of FPL's employees incurred in connection with the operation, maintenance, modification, improvement, or replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, and all other equipment installed by FPL under this Agreement, including allowances to reflect the costs of payroll-related taxes, insurance (including that related to Workers' Compensation, Employers' Liability and Unemployment Compensation Insurance), pensions, benefits and overheads; overhead loading rates shall be calculated in accordance with FPL's then-current jobbing procedures, and may include indirect engineering and supervision expenses, and other overhead expenses;
- Costs of labor, services and studies performed for FPL by contractors, jobbers and consultants in connection with the operation, maintenance, modification, improvement, or replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, and all other equipment installed by FPL under this Agreement, including allowances for overheads as provided in item (b) above;
- (d) Costs of materials, supplies, tools, machines, equipment, apparatuses and spare parts incurred in connection with the operation, maintenance, modification, improvement, or replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, and all other equipment installed by FPL under

- this Agreement, including rental charges, transportation and stores expenses applicable to such costs; and
- All costs imposed upon FPL in connection with the operation, maintenance, modification, (e) improvement, or replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, and all other equipment installed by FPL under this Agreement, including all federal, state and local taxes, impositions or of character, property taxes and income assessments any In no event shall FPL exceed the 12 month budget, referenced in Section 7.02 of this Agreement, for the operation, maintenance, modification, improvement, or replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, without the prior mutual agreement of both Parties. Costs and expenses related to emergency event(s), as defined in Section 7.02, are not included in the 12 month budget for the operation, maintenance, modification, improvement, or replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, and shall be billed separately pursuant to Section 7.02.

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Section 6.02.01 - Prior Notification Required: Except as specified in Section 6.02.02, FPL shall provide written notification to NASA for approval prior to incurring capital costs and expenses associated designing, engineering, installing, constructing, modifying, and maintaining any capital improvements and replacements which would cause FPL to exceed the 12 month budget for the operation and maintenance of the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, as referenced in Section 7.02 of this Agreement.

<u>Section 6.02.02 - Exceptions to Prior Notification Requirement:</u> Costs and expenses incurred by FPL in responding to any emergency event(s), relating to Interconnection Facilities and where verbal or written notification of NASA is not possible, will be subject to notification after the event. Notification of an emergency-related expense will be provided by FPL to NASA by FAX transmission within four business days following the occurrence of an emergency event.

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<u>Section 6.03 - FPL's Cost-Related Responsibilities:</u> FPL shall be responsible for billing NASA for any costs and expenses owed by NASA to FPL pursuant to this Agreement. Additionally, FPL shall not be responsible for costs and expenses incurred by NASA in fulfilling NASA's obligations pursuant to this Agreement.

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#### ARTICLE VII

#### BILLING AND PAYMENT

#### Section 7.01 - Billing and Payment for FPL Facilities:

Section 7.01.01 - Initial Payments: Within thirty days of execution of this Agreement, NASA shall remit to FPL a check for the total preliminary cost estimate as shown on Exhibit C. FPL shall apply these payments against NASA's final billing.

Section 7.01.02 - Final Billing and Payment: As soon as practicable after FPL closes out its construction project, FPL shall provide NASA an invoice for all actual costs and expenses incurred by FPL for designing, engineering, modifying, upgrading, installing and constructing the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, pursuant to this Agreement. If the final bill amount for the interconnection costs exceeds the sum of the initial payments received by FPL from NASA pursuant to Section 7.01.01 and Exhibit C, FPL will issue an invoice to NASA for the amount of the difference. In no event shall NASA's obligation to pay FPL for costs and expenses incurred by FPL for designing, engineering, modifying, upgrading, installing and constructing FPL's Facilities pursuant to this Agreement exceed the Estimate of Interconnection Costs shown in Exhibit C without the prior mutual consent of both Parties. Such invoice shall be due when rendered and payable on or before the Past Due After Date in immediately available funds, or by other mutually agreeable method of payment. If the bill is not paid in full on or before the Past Due After Date, it shall be deemed delinquent and shall accrue interest thereafter at the Late Payment Interest Rate, prorated for the past due period, until fully paid. If the final bill amount for the interconnection costs is less than the sum of the initial payments received by FPL from NASA pursuant to Section 7.01.01 and Exhibit C, FPL will refund NASA the amount of the difference by check or by other mutually agreeable method of payment.

Section 7.02 - Budgeting, Billing and Payment for Operation and Maintenance Expenses: FPL shall 2 annually provide to NASA a budget for the operation, maintenance, modification, improvement or 3 replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership, 4 including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of 5 Ownership. Each such budget shall be provided to NASA by June 1 of the then-current year and cover 6 the 12-month period from October 1 of the then-current year to September 30 of the following year. FPL 7 shall bill NASA a service charge to recover from NASA all costs and expenses incurred by FPL for 8 operation, maintenance, modification, improvement or replacement of the Interconnection Facilities on 9 FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 10 1.01 on NASA side of the Point of Change of Ownership, pursuant to this Agreement. Such service 11 charge shall be billed quarterly and appear as a separate line item on NASA's monthly electric bill. 12 Charges and expenses resulting from emergency event(s) are not included in the 12 month budget for the 13 operation, maintenance, modification, improvement or replacement of Interconnection Facilities on FPL's 14 side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 15 on NASA side of the Point of Change of Ownership, and shall be billed, on a quarterly basis, as a 16 separate line item on NASA's monthly electric bill. An emergency event shall be defined as any 17 malfunction or failure of Interconnection Facilities which requires prompt, unscheduled actions, repairs, 18 or equipment change-outs by FPL to ensure the safe and reliable operation of the Interconnection 19 Facilities. FPL shall provide NASA information to support all such quarterly service and emergency 20 charges. Furthermore, FPL shall provide, upon NASA's request, a statement of purpose and necessity 21 regarding any capital improvement to the Interconnection Facilities on FPL's side of the Point of Change 22 of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point 23 of Change of Ownership. All such payments shall be due when rendered and payable on or before the 24 Past Due After Date in immediately available funds, or by other mutually agreeable method of payment. 25 Bills not paid on or before the Past Due After Date shall be deemed delinquent and shall accrue interest 26 thereafter at the Late Payment Interest Rate until fully paid. 27 Section 7.03 - Disputed Bills: In the event that any portion of any bill is in bona fide dispute, payment 28

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of the entire billed amount shall be made when due, but the disputed portion of the bill may be paid under

such protest and, to the extent possible, the amount paid under protest shall be specified. Upon final 1 determination of the correct amount, any refund due NASA resulting from the settlement of the dispute 2 shall be payable to NASA within fifteen days and shall accrue interest at the Late Payment Interest Rate 3 from one day after FPL received such overpayment from NASA, unless the dispute is resolved by a 4 settlement between the Parties which provides otherwise. Pursuant to Section 25-22.032 of the Florida 5 Administrative Code and other applicable state laws, billing disputes between FPL and NASA are under 6 the jurisdiction of the Florida Public Service Commission. If a billing dispute cannot be resolved by 7 mutual agreement of the Parties, NASA and FPL may resolve the billing dispute according to the 8 regulations contained in Section 25-22.032 of the Florida Administrative Code. 9

Section 7.04 - Disconnection of Facilities: In the event that NASA (i) fails to pay to FPL any sum 10 when due, or (ii) does not, under Section 6.01, 6.01.01, 6.02, 6.02.01, 7.01.02 or Section 7.02, concur 11 with and approve FPL's proposed action(s), then FPL shall have the right, in addition to all other rights 12 and remedies available to FPL under this Agreement and under applicable law, to take all necessary 13 actions to disconnect the NASA Generation Facility and the NASA Facilities from parallel operation with 14 the FPL system to the extent permitted by law. Pursuant to this Section 7.04, FPL shall give NASA 15 at least thirty (30) days' advance written notice of its intention to take action to disconnect the NASA 16 Generation Facility and the NASA Facilities, and NASA shall have such thirty-day period in which to 17 pay such sum, including accrued interest thereon. FPL shall disconnect the NASA Generation Facility 18 and the NASA Facilities from parallel operation with the FPL system upon termination of this 19 20 Agreement.

Section 7.05 - Reimbursement of Costs Imposed on FPL: NASA agrees to reimburse and indemnify and hold FPL harmless and make it whole for any and all local, Florida or federal income tax consequences resulting from FPL's receipt of any sum(s) of money from NASA, or for the construction work performed and facilities conveyed pursuant to this Agreement, whether or not determined to be gross revenue, contribution in aid of construction or otherwise, including, without limiting the generality of the foregoing, additional tax on any sum(s) or facilities received hereunder.

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Section 7.06 - Challenges to Bills: Either Party may challenge the correctness of any bill or billing adjustment pursuant to this Agreement no later than twelve months after the date payment of such bill or billing adjustment is due. If a Party does not challenge the correctness of a bill or billing adjustment within such twelve-month period, such bill or billing adjustment shall be binding upon that Party and shall

not be subject to challenge. Any such challenge must be in writing. Where it is determined as a result of any such challenge that an adjustment to a bill or a previous billing adjustment is appropriate, such adjustment shall include interest accrued at the Late Payment Interest Rate for each applicable month from the time the bill was originally rendered until such month as the billing adjustment is made pursuant to this Section 7.06.

#### ARTICLE VIII

#### OPERATING REPRESENTATIVES

Section 8.01 - Operating Representatives: Each Party shall appoint, or cause its designee to appoint, an Operating Representative who shall be the person responsible for the daily operations of that Party, and shall notify, or cause its designee to notify, the other Party of such appointment. Each Party or its designee will also appoint an alternate Operating Representative to act for it in the absence of the primary Operating Representative, and may change such appointment(s) of primary or alternate Operating Representative(s) at any time by similar written notice. The Operating Representatives shall hold meetings at the request of either Party at a time and place agreed by the Parties to review the duties set forth herein or to discuss any other matters within the scope of their authority. The Operating Representatives shall be responsible for effecting such duties as may be required of them, including, but not limited to, start-up and synchronization of the NASA Generation Facility, and any other duties as may be conferred upon them by mutual agreement of FPL and NASA. Each Party shall cooperate in providing to the Operating Representatives all information required in the performance of their duties. All decisions and agreements made by the Operating Representatives shall be evidenced in writing.

# 24 ARTICLE IX 25 INDEMNITY

Section 9.01 - Indemnification: FPL and NASA shall each be responsible for its own facilities. FPL and NASA shall each be responsible for ensuring adequate safeguards for other FPL customers, FPL and NASA personnel and equipment, and for the protection of its own generating system. FPL and NASA, to the extent permitted by the Federal Tort Claims Act (28 U.C.S. §§1346, 2671 et seq.), shall each

1	indemnify and save the other harmless from any and all claims, demands, costs or expenses for loss				
2	damage or injury to persons or property caused by, arising out of, or resulting from:				
3	(i)	Any act or omission by a Party or that Party's contractors, agents, servants and			
4		employees in connection with the installation, operation or maintenance of that Party's			
5		generation, transmission and distribution systems, or the operation thereof in connection			
6		with the other Party's system;			
7	(ii)	Any defect in, failure of, or fault related to, a Party's generation, transmission and			
8		distribution systems;			
9	(iii)	The negligence of a Party or negligence of that Party's contractors, agents, servants and			
10		employees; or			
11	(iv)	Any other event or act that is the result of, or proximately caused by, a Party.			
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13	Each Party's	indemnity - related obligation(s) hereunder shall be limited to \$1,000,000 per occurrence.			
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16	ARTICLE X				
17	LIMITATION OF LIABILITY				
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19	Section 10.01 - Limitation of Liability: In no event shall either Party be liable (in contract or in tort,				
20	including negligence, or otherwise) to the other Party or its suppliers or its subcontractors for indirect,				
21	incidental or consequential damages resulting from a Party's performance, non-performance or delay in				
22	performance of	of its obligations under this Agreement.			
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25		ARTICLE XI			
26		FORCE MAJEURE			
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28	Section 11.01	- Force Majeure: In the event that either Party should be delayed in, or prevented from,			
29	performing or	carrying out any of the agreements, covenants and obligations to interconnect the NASA			
30	Generation Fa	cility with FPL's system made by, or imposed by this Agreement upon, said Party, by			

reason of or through any cause reasonably beyond its control (not attributable to its or its contractors' or suppliers' neglect or lack of due diligence), including, but not limited to, strikes, lockouts or other labor disputes or difficulties, riot, fire, flood, ice, invasion, civil war, hurricanes, insurrection, military or usurped power, action or inaction of any civil or military authority (including courts and governmental or administrative agencies), explosion, act of God or public enemies, then, in each such case or cases, the Party who is unable to perform shall not be liable to the other Party for, or on account of, any loss, damage, injury or expense (including consequential damages and cost of replacement power) resulting from or arising out of any such delay or prevention from performing; provided, however, the Party suffering any such delay or prevention shall use due and, in its judgment, practicable diligence to remove the cause(s) thereof; and provided, further, neither Party shall be required by the foregoing provisions to settle a strike, lockout or other labor dispute affecting it except when, according to its own best judgment, such a settlement seems advisable. Events of Force Majeure affecting NASA shall not excuse NASA from its obligations under Article IX, or to make payment for any charges payable pursuant to this Agreement. A Party experiencing an event of Force Majeure shall notify the other Party thereof as soon as practicable.

#### 17 ARTICLE XII

18 <u>MISCELLANEOUS</u>

Section 12.01 - Default: If either Party shall default in any of its material obligations under this Agreement and such Party fails to cure the default within thirty days after receipt of notice thereof is given in writing by the other Party, the Party not in default may terminate this Agreement by written notice thereof to the Party in default, effective thirty days after such notice of termination is given. If such default is remedied during the thirty-day period following notice of termination, this Agreement shall not be terminated due to such default; provided, however, if it is not feasible to correct such default within thirty days after written notice of such default has been delivered to the defaulting Party by the other, but it is and remains feasible to correct such default within one year after such notice, it shall not constitute grounds for termination hereunder until the earliest feasible date within such one-year period when a cure could be effected so long as (i) corrective action by the defaulting Party is instituted within ten days of the date of such notice, (ii) such corrective action is diligently pursued, (iii) the defaulting

- Party provides to the other Party monthly written reports as to the nature and progress of such corrective
- action, and (iv) such default is cured by the earliest feasible date within such one-year period.
- 3 Section 12.02 Responsibility for the NASA Generation Facility and the NASA Facilities: In no
- event shall any FPL statement, representation or lack thereof, either express or implied, relieve NASA
- of its exclusive responsibility for the NASA Generation Facility and the NASA Facilities. Without
- 6 limiting the generality of the foregoing, any FPL inspection of the NASA Generation Facility and/or the
- 7 NASA Facilities shall not be construed as confirming or endorsing its (their) design or its (their)
- 8 operating or maintenance procedures, nor as a warranty or guarantee as to the safety, reliability or
- 9 durability of either the NASA Generation Facility equipment or the NASA Facilities. FPL's inspection,
- acceptance or its failure to inspect shall not be deemed an endorsement of any equipment or procedure
- related to the NASA Generation Facility or the NASA Facilities, nor shall such inspection, acceptance
- or failure to inspect affect NASA's liability to FPL for damages suffered by FPL or otherwise
- 13 recoverable by FPL.
- Section 12.03 Waivers: Any waiver at any time by either Party hereto of its rights with respect to the
- other Party, or with respect to any matter arising in connection with this Agreement, shall not be
- considered a waiver with respect to any subsequent default or matter.
- 17 Section 12.04 Successors and Assigns: This Agreement shall inure to the benefit of, and shall be
- binding upon, the Parties hereto and their respective successors and assigns; provided, however, this
- Agreement shall not be assignable or transferable in whole or in part by either Party without the written
- 20 consent of the other Party, which consent(s) shall not be unreasonably withheld, except that such written
- consent(s) shall not be required (i) in the case of an assignment or transfer to a successor in the operation
- of the assignor's or transferor's properties by reason of a merger, consolidation, sale or foreclosure,
- 23 where substantially all such properties are acquired by such successor, or (ii) in the case of an assignment
- or transfer of all or part of the assignor's or transferor's properties or interests to a wholly-owned
- subsidiary of the assignor or transferor or to another company in the same holding company as the
- 26 assignor or transferor.
- 27 Section 12.05 Effect of Section Headings: Article and Section headings appearing in this Agreement
- are inserted for convenience of reference only and shall in no way be construed to be interpretations of
- 29 the text of this Agreement.

- Section 12.06 Exhibits: As used throughout this Agreement, the term "Agreement" shall include any
- and all Exhibits hereto, as such Exhibits may be amended from time to time.
- 3 Section 12.07 Relationship of the Parties: Nothing contained in this Agreement shall be construed
- 4 to create an association, joint venture, partnership or any other type of business entity between or among
- 5 FPL, NASA and/or any other party.
- 6 Section 12.08 No Dedication of the System: Any undertaking by either Party to the other Party under
- any provision(s) of this Agreement shall not constitute the dedication of the system, or any portion
- 8 thereof, of either Party to the public or to the other Party, and it is understood and agreed that any such
- 9 undertaking by either of the Parties shall cease upon termination of this Agreement.
- Section 12.09 Notices: Any notice contemplated by this Agreement shall be made in writing and shall
- be delivered either in person, by prepaid telegram, by telex or facsimile transmission, by deposit in the
- United States mail, first class, postage prepaid, or by prepaid overnight courier, as specified below:
- 13 In the case of FPL:
- 14 Florida Power & Light Company
- 15 Attention: Manager, Transmission Services
  - 9250 West Flagler Street
- 17 Miami, Florida 33174
- 18 In the case of NASA:
- National Aeronautics and Space Administration
- 20 Attention: Contracting Officer / OP
- John F. Kennedy Space Center, FL 32899
- Other person(s) may be designated by FPL or NASA. Any Party's designation of the person(s) to be
- 24 notified or the address(es) of such person(s) may be changed by such Party at any time, or from time to
- 25 time, by similar notice.
- Section 12.10 Complete Agreement: This Agreement is intended as the exclusive, integrated
- 27 statement of the agreement between the Parties. This Agreement shall not be amended or modified, and
- 28 no waiver of any provision hereof shall be effective, unless set forth in a written instrument executed by
- 29 the Parties.

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- 1 Section 12.11 Execution of Counterparts: This Agreement may be executed in counterparts, each
- of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

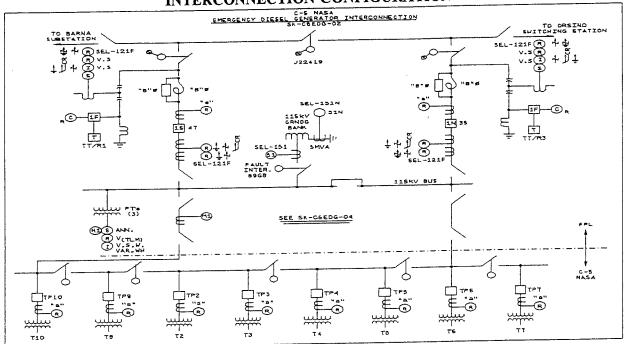
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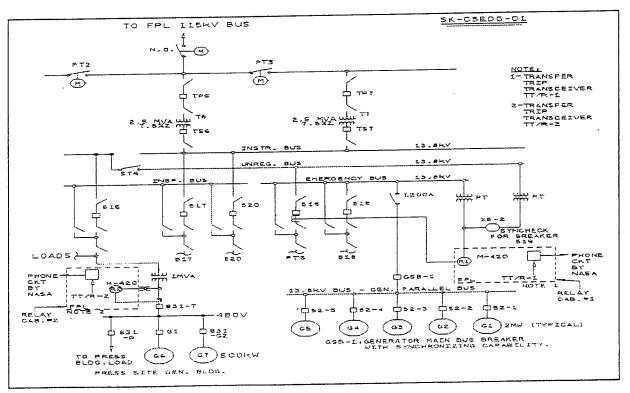
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1	IN WITNESS WHEREOF, FPL and NASA have caused this Agreement to be executed by
2	their respective duly authorized representatives, effective as of the date and year first above stated.
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4 5 6	FLORIDA POWER & LIGHT COMPANY
7 8 9	By: Name: Antonio Rodriguez
10 11	Title: Vice President
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13 14	
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17	NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
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20	- CYNail Liter
21	By: //Webstalley
22	Name: Marlo Krisberg
23	Title: Contracting Officer

# INTERCONNECTION AGREEMENT BETWEEN FLORIDA POWER & LIGHT COMPANY AND NASA EXHIBIT A

### INTERCONNECTION CONFIGURATION





#### INTERCONNECTION AGREEMENT BETWEEN FLORIDA POWER & LIGHT COMPANY AND THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION EXHIBIT B INTERCONNECTION FACILITIES TO BE PROVIDED BY FPL Following are the major equipment and components of the Interconnection Facilities: To be located at C-5: One 115 kV grounding bank with a 115 kV fault interrupter switch One relay panel containing two power line carrier transfer trip receivers and associated tuning units One relay panel containing two zone distance Schweitzer type SEL-121F relays and auxiliary relays One phase time over current relay SEL-151 (grounding bank) and one neutral time over current relay SEL-151N (grounding bank) One back-up interconnection protection relay containing a Beckwith Relay M-0420 and auxiliary relays To be located at Barna Substation: One relay panel containing one power line carrier transfer trip transmitter and associated tuning unit To be located at Orsino Substation: One relay panel containing one power line carrier transfer trip transmitter and associated tuning unit One power line carrier transfer trip receiver and associated tuning units To be located at Cape Canaveral Substation: One relay panel containing one power line carrier transfer trip transmitter and associated tuning unit To be located at NASA's C-5 Emergency Generation Plant Site: One interconnection relay cabinet containing a Beckwith Relay M-0420, a transceiver, and auxiliary relays To be located at NASA's Press Building Emergency Generation Site: One interconnection relay cabinet containing a Beckwith Relay M-0420, a transceiver, and auxiliary relays (Note: NASA to provide a dedicated phone circuit from the C-5 Emergency Generation Plant Site to the Press Building Emergency Generator Site)

#### INTERCONNECTION AGREEMENT **BETWEEN** FLORIDA POWER & LIGHT COMPANY AND THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION EXHIBIT C ESTIMATE OF INTERCONNECTION COSTS The estimate of the costs and expenses FPL expects to incur for designing, engineering, modifying, upgrading, installing and constructing the Interconnection Facilities pursuant to this Agreement is approximately \$ 753,000.